

Sale To Liquidate Copartnership of Puuloa Sheep and Stock Ranch Company.

The copartnership known as the Puuloa Sheep and Stock Ranch Company, composed of George W. Macfarlane, E. C. Macfarlane and Henry R. Macfarlane, having been dissolved by the death of E. C. Macfarlane, February 16th, 1902, for the purpose of finally liquidating and closing the said copartnership with the consent of the survivors thereof, the undersigned, George W. Macfarlane, Fred W. Macfarlane and Henry R. Macfarlane, executors, and Florence B. Macfarlane, executrix, of the Last Will and Testament of E. C. Macfarlane, deceased, duly appointed, qualified and acting, having filed a certain verified petition, having filed the said Estate of E. C. Macfarlane, deceased, in the Circuit Court in and for the First Judicial Circuit of the Territory of Hawaii, in which the matter of the said estate then was and now is pending, before the Honorable George D. Gear, Second Judge of said Circuit Court, sitting at Chambers, and made returnable before the said Honorable George D. Gear, as said Judge, on Monday, November 16th, 1903, at 10 o'clock a. m. of that day, and the said petition having been duly heard and granted by said Honorable George D. Gear, as said Judge, on the date last aforesaid, and the said Honorable George D. Gear, on November 24th, 1903, having duly signed an order, judgment and decree granting the prayer of said petition, and, on December 1st, A. D. 1903, having also signed an order modifying and amending the said order, decree and judgment, as by reference to the said petition and orders, on file in said Circuit Court, and to all the proceedings relative thereto, will more fully and at large appear.

Now therefore: Under the law and the proceedings and each of them aforesaid, for the purpose of finally liquidating and closing the copartnership aforesaid, and in conformity with the order, judgment and decree aforesaid, to which the survivors of the said copartnership, George W. Macfarlane and Henry R. Macfarlane, have consented in writing, as by the petition aforesaid fully appears, the undersigned, George W. Macfarlane and Henry R. Macfarlane, survivors of the said copartnership, as said survivors, and the undersigned, George W. Macfarlane, Fred W. Macfarlane and Henry R. Macfarlane, executors, and Florence B. Macfarlane, executrix, of the Last Will and Testament of E. C. Macfarlane, deceased, will offer for sale and will sell as a whole, at public auction, through James F. Morgan, auctioneer, hereby chosen and designated for that purpose, at the auction sales rooms of said James F. Morgan, Nos. 847-857 Keahumahu street, in the city of Honolulu, Island of Oahu, Territory of Hawaii, on Saturday, January 9th, 1904, at the hour of 12 o'clock M. of that day, to the highest bidder, beyond or for the sum of twenty thousand dollars, the entire property, assets, and goodwill of the said Puuloa Sheep and Stock Ranch Company.

DESCRIPTION OF PROPERTY.

List of Freehold and Leasehold Lands and Improvements, Sheep and other Live Stock and Property owned by the Puuloa Sheep and Stock Ranch Company, viz:

FREEHOLD LANDS.

LAND OF OULI, Ahupua'a, containing 4,000 acres, more or less, and extending from the sea, near Kawaiahae, to the top of the Kohala range of mountains, with a stream of water running through same, said stream having its origin in those mountains.

LAND AT LIHUE, in Waimea, the former homestead of James L. Landa and Frank Spencer, and formerly the headquarters of the Lihue Cattle Ranch and Beef Packing Establishment, adjoining the land of Ouli and containing 50 acres. This also has a stream of water running through it, and is a beautiful block of land.

LAND OF AHULI, in Waimea, the former homestead of Edward Sparke, and formerly the headquarters of the sparke Sheep Ranch. This is probably the finest residence site in the district of Waimea, and is a magnificent block of land having an area of 2 acres, through which there is also a running stream of pure water.

There are valuable stone fences and pens on the above properties. The two last mentioned fine blocks of land are very advantageously situated, and are almost in conjunction with the fine residence property of the late John P. Parker, the headquarters of the Parker Cattle Ranch.

These lands are covered with fine fanlike Grass, ornamental trees, &c., and the climate of this locality has no equal anywhere else in the islands, being at an elevation of 2700 feet and the base of snow-capped Mauna Kea, where the average temperature is from 50 deg. to 60 deg.

LEASED LANDS.

LEASE OF THE LAND OF HOLO-KAWAI, near Waimea, from the Hawaiian Government, containing 1035½ acres, and expiring January 10th, 1909, rent, \$62.25 per annum. There are two streams of water from Mauna Kea running through this land.

LEASE OF LAND AT WAIMEA from Crown Commissioners, containing 258 acres, expiring June 1st, 1908, rent, \$250 per annum. The boundary of this land on one side is on the Waiala stream.

LEASE OR MEMORANDUM OF AGREEMENT between the Puuloa Sheep and Stock Ranch Company and John P. and Samuel Parker, for running sheep on a portion of the large upua of Waikoloa, in exchange for the privilege granted to the Parker ranch of running cattle on the Sheep

Co.'s lands. This agreement expires in 1909. There is also a lease, just expired, of Crown lands in Waimea, which the Puuloa Sheep & Stock Ranch Co. and its assigns, have held for 50 years, containing 679 acres, of which they are now in possession; and they have made application to the Territorial Government for a renewal of the lease. This application has not yet been acted upon.

THE IMPROVEMENTS.

Consist of a Dwelling House of Manager at Keamoku, Men's Quarters, Large Shearing Shed, Yards, Pens, Wire Fences, Stone and Cement Cisterns, &c., and the following appurtenances, viz: Wool-Press, Iron Water Tanks, Redwood Water Tanks, Harness, Furniture, Scales, Sheep-Shears, Wool Packing, &c., &c., and the following:

LIVE STOCK.

7,000 Sheep, more or less, including Ewes, Rams and Lambs; 25 Work Horses; 40 Mares and Unbroken Foals; 6 Team Horses and Hauling Wagons.

The whole comprising a complete Sheep and Stock Ranch. The sheep are principally of the Merino breed, crossed with Southdown and Shropshire, and the wool produced by the Ranch has always commanded the highest price in the Hawaiian Wool Market.

TERMS OF SALE.

No bid for less than twenty thousand dollars, in gold coin of the United States, will be received.

Cash, in gold coin of the United States, payable as follows:

1. Ten per centum of the purchase price, at the time of sale, upon the fall of the hammer, to be paid either in gold coin of the United States to the survivors above named, George W. Macfarlane and Henry R. Macfarlane, or in a certified check or certified checks, payable to their order.

2. The remainder of the purchase price, within ten days after confirmation of the sale by the Judge of said First Circuit Court, before whom the said Estate of E. C. Macfarlane, deceased, may then be pending, and, upon the execution and acknowledgment by the undersigned, survivors, executors and executrix as aforesaid, and by each of them individually, of all conveyances, deeds, bills of sale, and other instruments, necessary to the full consummation of said sale and to the vesting of the title to the said property, real and personal, and of the good will of the copartnership aforesaid, in the purchaser, and concurrently with the delivery of the same and of possession of the said property to the purchaser.

All deeds, bills of sale, and other papers at the expense of the purchaser. Further particulars can be obtained at the law office of Henry E. Highton, corner of Fort and King streets, at the law office of Hatch & Ballou, Stangenwald Building, Honolulu, or from the undersigned, George W. Macfarlane or Henry R. Macfarlane.

Dated Honolulu, H. T., December 1st, A. D. 1903.

GEORGE W. MACFARLANE, HENRY R. MACFARLANE, Survivors of the Copartnership of Puuloa Sheep and Stock Ranch Company.

GEORGE W. MACFARLANE, HENRY R. MACFARLANE, FRED. W. MACFARLANE, FLORENCE B. MACFARLANE, Executors and Executrix of the Last Will and Testament of E. C. Macfarlane, deceased. 2543—St

HAWAII AS A FOREIGN COUNTRY

A Cleveland varnish company is responsible for the following letter: Mr. John M. Davis, Box 320, Honolulu, H. I.

Dear Sir: We have your favor of the 10th inst. and advise you that we cannot send our sample cans abroad, so we enclose herewith the 10c. you sent us. The Postoffice authorities refuse to take our sample cans to foreign countries, and we have no special packages for export.

We believe, however, that our San Francisco Agents, Messrs. Whittier, Coburn & Co., 22 Fremont St., have an agent in Honolulu, who carries Jap-a-Lack in stock, and we are today writing them to advise you if such is the case.

Regretting our inability to serve you, we are,

Yours very truly,

THE GLIDDEN VARNISH CO., H. G. Ashbrook, Mgr. Jap-a-Lac Dept.

Mr. Muckley Leaving.

Pastor E. S. Muckley of the Christian church of Honolulu has accepted a call to the pastorate of the First Christian church of Portland, Oregon, with a membership of 600 and subordinate organizations proportionately strong. He will leave with Mrs. Muckley and family for Portland in the Alameda the 30th of this month. Mr. Muckley will be greatly regretted by the congregation he has ably ministered to here for two years, as well as by the leading religious workers of the city generally, of whom he has been one of the most active coadjutors.

Testa's Lucid Explanation.

What has an endorsed voucher by Frank Godfrey to E. J. Testa got to do with the latter? As the voucher speaks for itself, how can it be considered as graft? Other people were doing the same, i. e., sold copies of the Civil and Penal codes including Testa himself. That's no graft, but legitimate business.—Independent.

WHEN SUFFERING from a cold and you fear an attack of pneumonia, secure a bottle of Chamberlain's Cough Remedy and use it judiciously. There is no danger from this disease when this remedy is used. It always cures and cures quickly. For sale by all dealers and druggists. Benson, Smith & Co., agents for Hawaii.

FOUNTAIN PENS AND KNIVES HAVE DISAPPEARED

House Members Had Enough Pens at Thirty Dollars a Dozen to Go Around Twice. Expensive Knives to Give Away.

Five dozen fountain pens for which the Territory of Hawaii paid from \$2.50 to \$3.00 apiece are missing. They were bought by the House during the last session—enough to go around the members twice—and they have never been turned into the Secretary of the Territory, the proper custodian of all such property. There are also about four dozen fine pen knives which also went the way of the fountain pens. The Territory still has the desks used in the House of Representatives during the last session, but about every other piece of movable property has disappeared.

No one knows what became of the fountain pens, although some of the native members could put their hands on some of them, without having to leave their own firesides. What the House wanted with sixty fountain pens no one knows. There were besides these, dozens and dozens of ordinary penholders and gross after gross of steel pens. And the members never had occasion to use their pens at all unless it was to sign vouchers for their pay. The typewriting bills were certainly large enough to include every one of the reports turned in by committees, while some of the committees had so many clerks, interpreters, translators, typists, proof-readers, etc., according to the vouchers, that there could not have been space within the committee room for the members of the House.

Still there might be some excuse for the House members. They could not have known that they were paying for the fountain pens out of the public purse. (When the House session was opened one morning each member found upon his desk a handsome fountain pen of the most expensive make. They were pocketed without question. Some of the members did take the trouble to find the cause of the presentation and they were told that the pens were presented to them with the compliments of the Sergeant-at-Arms. He was grateful to the members for his election to that responsible position, but when the source of payment was questioned in the newspapers Editor Testa of the Independent rushed to the rescue with a statement that the pens would be paid for and it was nobody's business anyway who did it.)

THE VOUCHERS TELL THE STORY.

In the bill of Wall, Nichols & Co. for February 28th there is a charge of \$75 for thirty Waterman fountain pens, also a second one of \$15 for a half dozen more.

It might be considered by people who have no acquaintance with the inner workings of a Hawaiian legislature that thirty-six pens costing \$2.50 apiece ought to satisfy the members of the House for at least one session. But it didn't. Probably some member was missed in the general distribution or perhaps a twenty dollar day clerk wasn't able to work fast enough with ordinary pen and ink. Someone has suggested even, that perhaps legislators have relatives and friends or constituents who appreciate a little gift once in awhile. To cut a long story short a month later Clerk Meheula approved a second voucher for a dozen additional pens. Some of the members surely were about to make a little gift, or else weren't quite satisfied with the first pen they had been given. A half dozen fountain pens were purchased from Wall-Nichols at \$3 apiece. In the same voucher is another charge for six pens at \$2.50 apiece.

Along towards the end of the regular session another shortage developed in the fountain pen supply of the House. On May 22nd still a new supply of fountain pens was purchased from Wall-Nichols. This purchase was of a dozen pens and the price for the dozen was \$34.

House members also had a penchant for pen knives and good pen knives at that. Enough were purchased to give practically every member two knives and as there are none remaining it is apparent that some of the legislators are carrying the knives in their pockets to this day. Of these knives three dozen were purchased in the early part of the session from E. O. Hall & Son at \$16.50 per dozen, or \$49.50 for the lot. In March still another supply was purchased and from the appearance of the voucher some of the members must have picked out the knives they most fancied. Wall-Nichols sold these: six at \$1.25 apiece, two at \$1.85 apiece, two at \$2.00 apiece, one at \$1.85 and one more at \$2.50.

The stationery bills are also large. The members did not have to stint themselves a bit, and some of them are said to have stacks of fine tablet paper at their homes which could not be used during the session, and which will last them until the next.

Neither the fountains pens or expensive knives can be found. Perhaps the Territorial Grand Jury may be able to locate them.

POSTPONE COUNTY ACT MEETING

The town meeting to discuss the status of the county act has been postponed until Monday evening and will in all probability be held in Progress hall. It was found impossible to obtain a hall of any kind for this evening and with the many counter attractions it was thought best to postpone the meeting until Monday.

Captain Williamson was compelled to refuse absolutely the use of the drill shed for a meeting either political or otherwise. Over a year ago the War Department notified the National Guard that the drill shed could be used for military purposes only, and since then all requests for a different use have been turned down. Progress hall is the only place now available and the meeting will be held there Monday evening.

The speakers who have been invited to address the meeting represent all political parties in the Territory. They will include Governor Carter, Henry E. Highton, Edgar Cayless, R. W. Breckons, A. S. Humphreys, W. O. Smith and F. W. Beckley. The discussion will however not be limited to the speakers named above.

G. W. Smith yesterday criticized the implied threat in the following editorial in the Bulletin: "Should the Saturday night county law meeting turn out as a medium for springing a few remarks contained in slated or unslated resolutions, it will surely prove a fruitful source of trouble."

Mr. Smith said that the meeting was in no way political and that as far as he knew no resolutions had been

prepared for offering to the meeting. It was intended for a discussion of the county act and nothing else.

NO FAVORS FOR NEWSPAPERS

The quartermaster's clerk on the transport Sherman has peculiar notions of courtesy to newspapers, he having arrived at the opinion after four years of service on transports that it is no business of his to supply newspapers with a passenger list, or to make up a list as the clerks on all other transports do.

"No, I have no list for the newspapers," said he. "I'm not doing that any more. If I was young in the service I might be making up lists, but I've been four years' on transports and don't propose to do it any more. I don't have to do it and therefore won't do it, that's all."

Captain Williamson, Depot Quartermaster at Honolulu, promptly turned over one of his lists to the newspaper man and the void occasioned by the clerk was filled.

RELIEF AFTER SIX YEARS.—Mrs. M. A. Clark, of Timberrange, N. S. W., Australia, writes: "I wish to inform you of the wonderful benefit I have received from your valuable medicine. I suffered from a severe cough for six years and obtained no relief until I took Chamberlain's Cough Remedy. One bottle cured me and I am thankful to say that I have never had the cough since. Make any use of this letter that you like for the good of any other poor sufferers." For sale by all dealers and druggists. Benson, Smith & Co., agents for Hawaii.

JONES IS A GRAND JUROR

And Also Gave Meheula a Voucher He Got From the House.

Ulysses H. Jones, a member of the present Territorial grand jury which is investigating the legislative graft, was himself a beneficiary through the liberal distribution of money by the House of Representatives. Among the vouchers which were disclosed by the Federal jury investigation is one for thirty dollars made out in the name of Ulysses H. Jones. Jones sold to the Territory of Hawaii two copies of the laws of the Territory for which he received fifteen dollars apiece.

The voucher is dated March 13th and is made out in the name of Ulysses H. Jones. It is as follows:

1 copy Penal Laws.....\$15.00
1 copy of Civil Laws..... 15.00

Total.....\$30.00

The voucher is approved by Solomon Meheula. More significant still it is endorsed on the back to Solomon Meheula. On the face of it the voucher indicates that Meheula, the man who, according to the Federal jury's report needs the most investigation was paid the money. Ulysses H. Jones as a member of the Territorial grand jury is called upon to pass upon the guilt or innocence of the man to whom he was under obligation, at least sufficiently to endorse over to him a voucher for thirty dollars.

BALL RETURNS MONEY TO JAPS

J. P. Ball, the attorney who, it is claimed, induced Japanese to emigrate to Canada and the United States, yesterday agreed to return to eight Japanese in the city, forty dollars each which they had given him to pay their passage. Demand was made upon him by R. W. Breckons and J. W. Cathcart, who have taken up the cases for the Japanese, and Ball hastened to comply with the request for the return of the money. The eight Japanese came here from the other islands in response to an alluring advertisement published by Ball in the Japanese newspapers. It is said that the refunding of the money will not serve as a stop to the threatened damage suit.

PRINCESS WILCOX GOING TO CO ST

The Princess Theresa Wilcox said yesterday that she intended to leave in the Alameda for San Francisco. She expects to be away for some time and may go to Washington.

The Princess said that her coalition with Cayless was very successful, and the new Home Rule-Democratic party was gaining adherents all over the islands. She also said that there would of January on the occasion of the little Princess's birthday anniversary, be something doing about the middle

A KAMAAINA PASSES AWAY

Horace Gates Crabbe Died Last Night.

Horace Gates Crabbe, one of the three or four oldest kamaainas in the Hawaiian Islands, died last evening about 10:30 o'clock at his residence on Nuuanu Avenue, in the presence of three sons and a daughter. Death was due to a stroke of paralysis which he received about a week ago. He became unconscious yesterday noon and passed away in this condition.

The funeral will take place at 3:30 o'clock Monday afternoon from the Masonic Temple under the auspices of Lodge le Progres de l'Oceanie, No. 124, A. and A. S. R., of which order he was a member.

Horace Gates Crabbe was born in Philadelphia March 2, 1837. He came to Honolulu in 1847 and remained here ever since with the exception of a few visits to the mainland. When he was about sixteen years of age, his father, Captain Crabbe of the United States Marine Corps, was attached to the yards at New Orleans. He was ordered to California and took passage in a sailing vessel and came around Cape Horn. The vessel carried United States stores which were consigned to the naval forces at Monterey. Young Crabbe undertook the journey as clerk to his father. They remained in California for a short time, when Captain Crabbe was sent to Honolulu. He was a representative here of the United States for some time, when he resigned and went into business for himself. Horace Crabbe remained with his father, acting as his clerk. He afterwards went into business for himself.

While Col. W. F. Allen was Collector of the Port Horace Crabbe occupied a position in the Customs House and in a subsequent regime he was the acting Surveyor of the Port.

When Luinailo came to the throne he called Mr. Crabbe from the Customs House and offered him the post of chamberlain, which was accepted. Mr. Crabbe walked with the king to the place where he took the oath. He was king's chamberlain until that monarch's death about a year afterward. He then went to Leliehua Ranch which he partly owned. The drought came and the ranch was almost stripped of its live stock. He returned to Honolulu and successfully engaged in the draying and hay and grain business. While in the grain business he was elected a noble on the National Reform ticket during the reign of Kalakaua and served his term in the legislature.

In later years he was connected with the police station under Marshal Parke, and was also with the Oahu Railway. In recent times he retired from active participation in business or affairs.

He was one of the oldest Masons in the Islands having been connected with Lodge le Progres for over thirty-four years.

He was married in 1857 to Elizabeth Meek, daughter of Captain John Meek. He leaves surviving him five children: De Courcy W., John M., Clarence L., the President of the Hawaiian Senate; Horace N., and Mrs. Lydia R. Allen.

HOME RULERS ASK ROOSEVELT NO TOT REAPPOINT LITTLE

Home Rulers on Hawaii are circulating petitions against the reappointment of Judge Gilbert F. Little, which will be forwarded to President Roosevelt. The natives claim that Little discriminates against them in drawing jurors and is prejudiced against Hawaiians. The petitions are also being circulated on Maui and a number of them were received in Honolulu yesterday. One was numerously signed in Honolulu yesterday, Representative Kuphea, Senator Kalaauokalani and other native leaders having signed. The petition is in the following form:

To Theodore Roosevelt, President of the United States.

Mr. President: The undersigned, citizens of the Territory of Hawaii, respectfully petition that upon the expiration of his term of office, the Honorable Gilbert F. Little, Judge of the Fourth Circuit of the Territory of Hawaii, be not reappointed, among other reasons for the reason that said Judge has openly and unqualifiedly announced his opposition to the placing of any citizen of Hawaiian extraction upon the jury empaneled in his Court and has and is now carrying out this policy in the empanelling of juries in his Circuit thereby creating race juries which the Congressional Act organizing the Territory of Hawaii abolished and is opposed to.

We submit, an investigation of this charge by the Department of Justice, will show that Judge Little is opposed to Hawaiian jurors because of their

nationality and practically without regard to the personal qualifications of such jurors or their fitness to serve, his opposition, amounting to this, that the Hawaiians have had their day and are not considered by him fit jurors anyhow, whoever they are, and in this connection we state that under existing laws the Judge has had practically supreme control of the selection of jurors, so that Judge Little is in a position to enforce and carry out his prejudices, and we submit that investigation will show that he is carrying out his prejudices and that the jury list of his Court shows such a small percentage of Hawaiians as to prove that the juries are drawn on race lines with only just enough Hawaiians on the jury to technically escape the accusation that juries are drawn on race lines in his court, all of which is very respectfully submitted.

Unfinished: When the new puppies were discovered to be blind Teddy was very unhappy. His auntie assured him that God would open their eyes in due time. When bedtime came Teddy was heard adding a petition to his prayers: "Dear God, do please hurry up and finish those puppies!"—Lippincott's Magazine.

Her first proposal: Madge—"Was she glad when he told her the old, old story?" Marjorie—"You bet she was. Why, that girl never heard it before."—Puck.